



TERMS OF USE

Acceptance of Terms Through Use

By engaging with this website or selecting “I agree” in relation to this Agreement, you, the user, are expressing your consent to adhere to the terms and conditions presented. If you disagree with any part of this Agreement, you are advised not to access or use this website nor to click on “I agree.” It is recommended that you regularly review this Agreement for any amendments, as the site's owner (“Company”) maintains the authority to modify this Agreement at any time. Your ongoing interaction with this site after any updates indicates your acceptance of these modifications. Furthermore, the Company holds the right to discontinue any user's access to this site without prior notification for any violation of this Agreement.

Age Requirement for Agreement and Site Use

To consent to this Agreement and access this site, individuals must be 18 years of age or older. Parents or guardians may grant permission for someone under 18 to use this site by providing explicit consent and assuming full legal responsibility through an email to the Company. If you are under 18, or if accessing this site is illegal in your country, please leave immediately, as you lack the requisite authorization.

Site Usage License Agreement

By accepting this Agreement, the Company provides you with a non-exclusive, non-transferable, limited right to access and use this site, strictly following the stipulated terms and conditions. You are committed to refraining from making any deceptive or fraudulent statements during your use of this site. You recognize and concur that the content and services offered on this site are the sole property of the Company, safeguarded by copyright, trademark, service mark, patent, trade secret, and other proprietary rights and legislations, both domestically within the U.S. and internationally. The Company, its advertisers, and licensors retain all rights not explicitly granted in this document. You consent to settle all purchases and services rendered under your name and via your credit card on this site, agree not to dispute such charges, and to bear the costs for any legal actions or collection fees ensuing from any failure to pay.

Restrictions on Use

You are prohibited from saving, downloading, copying, selling, licensing, renting, leasing, altering, distributing, reproducing, transmitting, displaying or performing publicly, publishing, modifying, creating derivative works from, or otherwise exploiting any materials on this site, unless explicitly authorized. Unauthorized systematic retrieval of data or other content to compile a database, collection, or directory without the Company’s written consent is strictly forbidden. Moreover, employing any content or materials from this site for purposes not explicitly endorsed by this Agreement is prohibited.

Security Responsibilities

You agree to diligently protect the confidentiality of any Username and Password issued to you by the Company, ensuring that access through these credentials is limited solely to you. This includes maintaining the secrecy of such information, promptly informing the Company if you become aware of any unauthorized use of your login details, and choosing a Username and Password that are secure against third-party guesses. Additionally, you agree not to attempt to reverse engineer, decompile, disassemble, translate, or otherwise modify any executable code, content, or materials received through or as part of this site. You acknowledge that attempting such actions could lead to severe legal consequences, both civil and criminal, and the Company is committed to enforcing these rights to the fullest extent permitted by law to safeguard its interests and those of its licensors.

Compliance with Export Regulations

By using this site, or any materials or services provided through it, you commit to adhering to all relevant export and import control laws and regulations. You pledge not to export or re-export any content or products obtained from or through this site in contravention of any applicable local or international export laws and regulations, nor without obtaining all necessary licenses and permissions from the appropriate U.S. and foreign government entities.

Government Access and Use

For entities and agencies within the U.S. Government, this section is applicable. The website, its code, content, services, and related documentation are identified as “commercial computer software” and “commercial computer software documentation,” in accordance with the terminology utilized in 48 C.F.R. 12.212 (September 1995). Consequently, these elements are made available to the Government under (i) the acquisition guidelines for civilian agencies as delineated in 48 C.F.R. 12.212, or (ii) the acquisition policies for Department of Defense units as specified in 48 C.F.R. 227.7202-1 (June 1995) and 227.7202-3 (June 1995). Rights that are not explicitly granted are reserved under the copyright laws of the United States.

Accuracy and Updates

We strive to ensure that the information on our Site is both accurate and up-to-date, utilizing reasonable efforts. However, we do not guarantee that the Site will be devoid of errors. Occasionally, data entry mistakes or other technical issues may result in the presentation of incorrect information. We reserve the authority to amend any errors, inaccuracies, or typographical mistakes on our Site, including those related to pricing and the availability of products and services, and we assume no liability for such errors. Furthermore, we may enhance, modify, or update the Site's features, functionality, or content at any given time. Should you encounter any information or descriptions that appear incorrect, please reach out to us for verification.

External Website Links

Our Site offers links to other websites, aimed at enhancing your information and convenience, or to facilitate further shopping for a variety of goods and services through our Merchant and Services Partners. These external sites manage and are committed to upholding their own terms of use. We recommend that you meticulously examine the terms of use for each website you visit through our Site's links.

License Grant from Users to the Site

For anything you post on this site or communicate to the Company through this site, except for personal information, the Company will hold perpetual ownership. This encompasses all forms of submissions ("Submissions"). The Company does not regard Submissions as confidential and assumes no liability for any resemblances to its future services or products. The Company will exclusively own all present and future rights to Submissions in every form, everywhere, without any obligation to copy. You are solely responsible for the content of your Submissions, including their legality, reliability, appropriateness, originality, and non-infringement of third-party rights. You guarantee that your Submissions do not violate any third-party rights.

Responsible User Engagement

When utilizing features of this site that enable you to post or transmit information on or through this site, visible to other users, you agree to refrain from uploading, posting, distributing, or facilitating the distribution of any content, including but not limited to text, communications, videos, software, images, sounds, data, or other material that:

1. Violates laws, is intimidating, abusive, defamatory, deceitful, invasive of privacy, tortious, obscene, sexually explicit, or graphic, or contravenes the site's policies.
2. Infringes on any intellectual property or proprietary rights of others.
3. Consists of unsolicited promotions, mass mailings, or any unauthorized solicitation, or relates to gambling or spamming.
4. Includes malware or any harmful computer code meant to interrupt or damage software, hardware, or telecommunications or to unauthorizedly access data.
5. Falsely represents any individual or entity, including site personnel, licensors, or advertisers.

Moreover, you agree not to collect or harvest user information from this site for sending unsolicited bulk electronic emails or for any commercial purposes that benefit you or a third party. You also agree not to solicit, collect information from, or seek to initiate contact with anyone under 18 without appropriate parental consent.

This site typically does not pre-screen or edit user-generated content but reserves the right to remove content that does not adhere to its submission rules or that is deemed harmful or misleading. This site is not responsible for delays or failures in such content removal.

Your access to this site may be suspended or terminated if it is determined that you have engaged in activities violating these guidelines, local, state, federal, or international laws, including but not limited to activities that infringe third-party rights, are defamatory, obscene, harassing, or involve hacking.

In the event of legal investigation, the site's owner may disclose your identity and contact information upon governmental or law enforcement request, without being liable for subsequent damages or actions, and you waive the right to pursue legal claims against the site owner for such disclosures.

Copyright Protection

The Site's design, textual content, element selection and arrangement, organizational structure, graphics, compilations, magnetic translations, digital conversions, and other Site-related aspects are safeguarded by applicable copyright laws, with ALL RIGHTS RESERVED. The presence of such elements on the Site does not imply relinquishment of any rights pertaining to them. Viewing such elements via the Site does not grant you any ownership rights. Unless explicitly permitted herein, the use, copying, reproduction, downloading, posting, displaying, transmission, or any other form of exploitation of these elements, whether mechanical, photocopying, recording or otherwise, is prohibited without the express written consent of the Company.

Trademark Notice

The name NeloLife and Nelo Life, its logo, and all associated product names, company names, and other logos, except as explicitly stated, are trademarks and/or trade dress of NeloLife LLC. Unauthorized use or misuse of these trademarks, or any other materials featured on the Site, is strictly forbidden without the prior written consent from their rightful owner.

Navigating to Third-Party Websites

Through links or frames on this site, you might navigate to external sites operated by online merchants or other third parties. It's important to review their Terms and Conditions and Privacy Policies before engaging with these sites. Be aware that these sites may host content that could be considered illegal, unreasonable, or offensive to some. The Company does not control these external sites, nor does it review or monitor them. The presence of links or frames on this site does not signify the Company's endorsement or any association with their operators, but is meant purely for your convenience. The Company and its licensors are not responsible for any interactions or content related to these third-party sites, and your use of them is at your own risk.

Warranty Disclaimer

The Company, along with its advertisers and licensors, does not make any guarantees or warranties regarding this site, the appropriateness of the information found or conveyed through this site, or any products or services obtained via this site. All site contents and information are offered on an “as is” basis, devoid of any warranty. The Company, its advertisers, and licensors explicitly renounce all warranties related to this site, the information provided or received through it, and all products or services acquired through it, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. There is no warranty that the site content or information received through this site is accurate, reliable, or correct; that the site will be accessible at any specific time or location; that any faults or errors will be corrected; or that the content or information received through this site is free of viruses or other damaging components. Using this site is entirely at your own risk. Users acknowledge that they have not depended on any warranties, representations, or statements apart from those explicitly set out in this agreement. Due to some jurisdictions not allowing the exclusion of certain warranties, these exclusions might not apply to you but will be enforced to the fullest extent permitted by the laws of your jurisdiction.

Liability Limitation Agreement

By using this site, you agree to defend, indemnify, and absolve the Company, along with its advertisers, licensors, subsidiaries, affiliates, and their respective employees, contractors, officers, agents, and

directors, from any and all liabilities, claims, costs, including legal fees, arising out of your use of this site, or any services, information, or products obtained from this site, or from breaching this Agreement. The Company has the right to take over the exclusive defense and control of any issue otherwise subject to indemnification by you, at its own cost. Should this occur, you are required to cooperate with the Company in defending against such claims, utilizing any defenses available.

Legal Compliance Rights

The Company reserves the right to suspend or terminate this Agreement or a User's access to the site immediately upon receiving any notification alleging that the User has engaged in activities through this site that contravene any local, state, federal, or international laws. This includes, but is not limited to, activities such as posting information that infringes on the rights of third parties, defamation, obscenity, pornography, harassment, assault, or violations of hacking and other criminal laws against any agent, officer, director, contractor, or employee of the Company. In such cases, the Company may reveal the User's identity in response to a subpoena or other legal proceedings. The Company will not be held responsible for any resulting damages, and the User agrees not to pursue any claims against the Company for such disclosures.

Governing Law and Jurisdiction

This website (excluding links to third-party sites) is managed by the Company from its offices within the State of Louisiana, United States of America. Although accessible from all 50 states as well as other nations globally where permitted, by using this site, both you (the user) and the Company agree to be governed exclusively by the laws of the State of Louisiana for any disputes or claims that arise from or relate to this Agreement or your usage of this site, irrespective of conflict of law principles. Both parties consent to the exclusive jurisdiction and venue of courts in Louisiana for the adjudication of all such disputes and affirm that any legal proceedings will be conducted in English. The Company does not assert that the site's materials are suitable or legally available for use outside of Louisiana, and accessing them from territories where their content is illegal is strictly forbidden.

General Provisions and Entire Agreement

This Agreement integrates the Site Submission Rules by reference, applicable if the site permits and outlines posting guidelines. It represents the complete and exclusive understanding between the parties concerning the subject matter and overrides any previous or simultaneous agreements, whether oral, written, or electronic. Amendments to this Agreement are only valid if documented in writing and signed by a Company officer. Should any provision of this Agreement be deemed unlawful or unenforceable, the remainder of the Agreement shall remain in effect. This Agreement will, to the fullest extent permissible by law, continue as if such invalid or unenforceable clause were not included. Moreover, any such invalid or unenforceable provision will be automatically modified in a manner that most closely matches the intent of the original provision within the constraints of applicable law.

The site reserves the authority to modify these terms at its sole discretion. It is advisable to review these provisions periodically to ensure ongoing compliance with the current version.